

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
Z.A., an Infant, by and through his Parents and Natural
Guardians, CARMIT ARCHIBALD and GEORGES
ARCHIBALD, and CARMIT ARCHIBALD, *individually*

Plaintiffs,

Civil Docket No. 1:24-cv-03742

-against-

ANSWER WITH
AFFIRMATIVE DEFENSES

HYATT CORPORATION,

Defendant.

----- X

DEFENDANT HYATT CORPORATION'S ANSWER TO PLAINTIFFS'
COMPLAINT WITH AFFIRMATIVE DEFENSES

Defendant, HYATT CORPORATION, by way of Answer to Plaintiff's Complaint with
Affirmative Defenses, hereby avers as follows:

NATURE OF ACTION

1. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
2. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
3. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

WHEREFORE, Defendant Hyatt Corporation demands judgment in its favor and against
Plaintiffs, together with costs and attorneys' fees in this matter.

PARTIES

A. PLAINTIFFS

4. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
5. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
6. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

WHEREFORE, Defendant Hyatt Corporation demands judgment in its favor and against Plaintiffs, together with costs and attorneys' fees in this matter.

B. DEFENDANT HYATT CORPORATION

7. Admitted in part and denied in part. It is admitted only that Hyatt Corporation is incorporated in Delaware. The remaining averments in this paragraph are denied.
8. Admitted.
9. Admitted in part and denied in part. It is admitted only that Hyatt Corporation has a principal place of business in Chicago, Illinois. The remaining averments in this paragraph are denied.
10. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
11. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
12. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

13. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

14. Denied.

15. Denied.

16. Denied.

17. Denied.

WHEREFORE, Defendant Hyatt Corporation demands judgment in its favor and against Plaintiffs, together with costs and attorneys' fees in this matter.

JURISDICTION AND VENUE

18. Denied.

19. Denied.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

29. Denied.

30. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

31. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

32. Denied.

33. Denied.

34. Denied.

35. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

36. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

WHEREFORE, Defendant Hyatt Corporation demands judgment in its favor and against Plaintiffs, together with costs and attorneys' fees in this matter.

**AS AND FOR A CAUSE OF ACTION FOR VICARIOUS LIABILITY BASED ON
APPARENT AGENCY OR AGENCY BY ESTOPPEL**

37. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

38. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

39. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

40. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

41. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

42. Denied.

43. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

WHEREFORE, Defendant Hyatt Corporation demands judgment in its favor and against Plaintiffs, together with costs and attorneys' fees in this matter.

A. Plaintiffs' Reliance on Hyatt's Representations

44. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

45. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

46. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

47. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

48. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

49. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

50. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

51. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

52. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

53. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

54. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

55. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

56. Denied.

57. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

WHEREFORE, Defendant Hyatt Corporation demands judgment in its favor and against Plaintiffs, together with costs and attorneys' fees in this matter.

B. Z.A.'s Severe Injury, Facial Disfigurement and Toppling of the Unsecured Aquatic Basketball Hoop

58. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

59. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

60. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

61. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
62. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
63. Denied. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
64. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
65. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
66. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
67. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
68. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
69. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
70. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.
71. Denied.
72. Denied.

73. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

74. Denied.

75. Denied.

76. Denied.

77. Denied. Hyatt Corporation lacks sufficient knowledge or information to form a belief as to the truth of the averments in this paragraph; therefore, they are denied.

78. Denied

79. Denied

80. Denied.

WHEREFORE, Defendant Hyatt Corporation demands judgment in its favor and against Plaintiffs, together with costs and attorneys' fees in this matter.

AFFIRMATIVE DEFENSES

1. Plaintiffs have failed to state a claim upon which relief can be granted, and as such, the Complaint must be dismissed.
2. The Court lacks personal jurisdiction over Hyatt Corporation for the claims and causes of action alleged in the Complaint.
3. The Court lacks subject matter jurisdiction over the claims and causes of action set forth in the Complaint.
4. Hyatt Corporation is not a proper party to this action.
5. Hyatt Corporation did not own, operate, manage, or control Park Hyatt St. Kitts Christophe Harbour Resort in St. Kitts and Nevis in the British West Indies.

6. Hyatt Corporation did not design, or manufacture or sold the product that allegedly injured the Plaintiffs..
7. Hyatt Corporation made no representations, either impliedly or expressly, upon which Plaintiffs' allegedly relied.
8. Hyatt Corporation breached no express or implied warranties.
9. Hyatt Corporation had not actual or constructive notice of any condition or defect alleged by Plaintiffs'.
10. Hyatt Corporation did not breach any duty of care to Plaintiffs.
11. Hyatt Corporation complied with all applicable laws, rules, regulations, and standards at all material times.
12. Plaintiffs' losses and/or damages, if any, were not caused in fact or proximately caused by Hyatt Corporation.
13. The alleged incident and injuries occurred as a result of the Plaintiffs' own contributory or comparative negligence.
14. The alleged incident and injuries occurred as a result of the Plaintiffs' highly reckless conduct.
15. The alleged incident and injuries occurred as a result of the Plaintiffs' product misuse.
16. The alleged incident and injuries occurred as a result of the Plaintiffs' altering the product and/or its accessory components prior to the use of the product.
17. Hyatt Corporation is not aware of any defects with respect to the subject product.

18. Hyatt Corporation reserves the right to assert the defense that the product and its accessory components were state of the art.
19. The alleged incident and injuries occurred as a result of a known risk, which was assumed.
20. The alleged incident resulted from circumstances beyond Hyatt Corporation's control.
21. The alleged incident resulted from a force majeure.
22. The Plaintiffs' damages were caused by a person, persons or entity over which Hyatt Corporation has no control.
23. Hyatt Corporation does not have agency, employment, respondent superior and/or vicarious liability with any person, persons, or entity that caused Plaintiffs' damages.
24. Plaintiffs' injuries or losses are due solely, or in part, to the actions and omissions of a third-party or parties.
25. Plaintiffs' injuries or losses are due solely, or in part, to the actions and omissions of a third-party or parties over whom Hyatt Corporation exercised no control.
26. Plaintiff failed to join indispensable parties.
27. If Plaintiffs' failed to follow the advice of their health care providers, then Plaintiffs' recovery is barred or reduced by their failure to mitigate damages.
28. Plaintiffs' are not entitled to maintain the cause of action on the grounds that they have not met the statutory prerequisites and are therefore barred from recovery.
29. Plaintiffs' claims against Hyatt Corporation, if established at trial, do not arise to the level required to obtain an award of punitive damages.
30. Hyatt Corporation reserves the right to assert all defenses disclosed or developed in the course of discovery, arbitration and/or trial.

WHEREFORE, Defendant Hyatt Corporation demands judgment in its favor and against Plaintiffs, together with costs and attorneys' fees in this matter.

Dated: August 26, 2024
New York, NY

Respectfully submitted,

LEWIS BRISBOIS BISGAARD & SMITH LLP

By:



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